

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM860814

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ZEROEYES, INC.		12/13/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OCEAN II PLO LLC		
<b>Street Address:</b>	800 Menlo Avenue		
<b>Internal Address:</b>	Suite 210		
<b>City:</b>	Menlo Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6343246	DEEPZERO	
<b>Registration Number:</b>	6343248	STOP THREATS AT FIRST SIGHT NOT FIRST SH	
<b>Serial Number:</b>	97642246	ZEROEYES	
<b>Registration Number:</b>	5953402	ZEROEYES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146673633		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	314-552-6077		
<b>Email:</b>	ipdocket@thompsoncoburn.com		
<b>Correspondent Name:</b>	Shoko Naruo		
<b>Address Line 1:</b>	Thompson Coburn LLP		
<b>Address Line 2:</b>	One US Bank Plaza		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		
<b>ATTORNEY DOCKET NUMBER:</b>	71363-232277		
<b>NAME OF SUBMITTER:</b>	Shoko Naruo		
<b>SIGNATURE:</b>	/Shoko Naruo/		
<b>DATE SIGNED:</b>	12/13/2023		

CH \$115.00 6343246

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement") is entered into as of December 13, 2023 by and between **OCEAN II PLO LLC**, a California limited liability company, with an office at 800 Menlo Avenue, Suite 210, Menlo Park, CA 94025 in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, "Agent"), and **ZEROEYES, INC.**, a Delaware corporation, with its principal place of business located at 555 E North Lane Bldg C, Ste. 5050, Conshohocken, PA 19428 ("Grantor").

### RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan Agreement of even date herewith, by and among Agent, the lenders party thereto from time to time (collectively, the "Lenders"), Grantor and Zeroeyes Government Solutions LLC, a Delaware limited liability company ("Subsidiary Borrower"; together with Grantor, each a "Borrower" and collectively the "Borrowers") (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. The Lenders are willing to make the Loans to the Borrowers, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in the Intellectual Property Collateral (as described below) to secure the obligations of the Borrowers to the Lenders.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Borrowers' obligations to the Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure the Borrowers' obligations to the Lenders, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those registered Copyrights set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (excluding any “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such “intent-to-use” trademarks would be contrary to applicable law), including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(d) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Authorization. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments or waivers hereto or thereto, to the extent signed and delivered by means of facsimile, photocopy, scan by e-mail delivery of a “.pdf” format data file, or any electronic signature valid under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001, et. seq such as DocuSign shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto or to any such agreement or instrument shall raise the use of signature delivered or provided in that manner as a defense to the formation of a contract and each party hereto forever waives any such defense.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California, or any other jurisdiction).

*[Remainder of the page intentionally left blank. Signature page to follow.]*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

ZeroEyes, Inc.

By:   
Name: Michael Cahill  
Title: CEO

AGENT:

OCEAN II PLO LLC,

a California limited liability company

By: Structural Capital Management Company II, LP,  
a Delaware limited partnership,  
its Manager

By: Structural Capital GP, LLC,  
a Delaware limited liability company,  
its General Partner

By: \_\_\_\_\_  
Name: Kai Tse  
Title: Managing Member

*{Signature Page to Intellectual Property Security Agreement (ZeroEyes, Inc.)}*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

**ZeroEyes, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

**AGENT:**

**OCEAN II PLO LLC,**  
a California limited liability company

By: Structural Capital Management Company II, LP,  
a Delaware limited partnership,  
its Manager

By: Structural Capital GP, LLC,  
a Delaware limited liability company,  
its General Partner

By: Kai Tse  
Name: Kai Tse  
Title: Managing Member

**EXHIBIT A**

**COPYRIGHTS**

None.



**EXHIBIT B**  
**PATENTS**

<b>Owner</b>	<b>Title</b>	<b>Country</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Pat. No.</b>	<b>Issue Date</b>	<b>Status</b>
ZEROEYES, INC.	INTELLIGENT VIDEO SURVEILLANCE SYSTEM AND METHOD	US	16/876,535	5/18/2020	11,308,335	4/19/2022	Issued
ZEROEYES, INC.	INTELLIGENT VIDEO SURVEILLANCE SYSTEM AND METHOD	US	17/714,941	4/6/2022	11,765,321	9/19/2023	Issued
ZEROEYES, INC.	INTELLIGENT VIDEO SURVEILLANCE SYSTEM AND METHOD	US	18/233,073	8/11/2023	n/a	n/a	Pending
ZEROEYES, INC.	UNIFIED AI MODEL TRAINING PLATFORM	US	18/210,266	6/15/2023	n/a	n/a	Pending
ZEROEYES, INC.	UNIFIED AI MODEL TRAINING PLATFORM	WO	PCT/US2023/025398	6/15/2023	n/a	n/a	Pending
ZEROEYES, INC.	LIVE DRONE AEGIS AND AUTONOMOUS DRONE RESPONSE	WO	PCT/US2023/025359	6/15/2023	n/a	n/a	Pending
ZEROEYES, INC.	INTELLIGENT VIDEO SURVEILLANCE	US	62/849,417	5/17/2019	n/a	n/a	Expired

Owner	Title	Country	App. No.	Filing Date	Pat. No.	Issue Date	Status
	SYSTEM AND METHOD						
ZEROEYES, INC.	INTELLIGENT MODEL DEPLOYMENT	US	63/352,269	6/15/2022	n/a	n/a	Expired
ZEROEYES, INC.	UNIFIED AI MODEL TRAINING PLATFORM	US	63/352,273	6/15/2022	n/a	n/a	Expired
ZEROEYES, INC.	AUTONOMOUS DRONE RESPONSE	US	63/352,281	6/15/2022	n/a	n/a	Expired
ZEROEYES, INC.	LIVE DRONE AEGIS	US	63/352,289	6/15/2022	n/a	n/a	Expired

EXHIBIT C

TRADEMARKS

Trademark Name	Owner	Country Name	Trademark Status	Application Number	Application Date	Registration Number	Registration Date
DEEPZERO	ZeroEyes, Inc.	Canada	Pending	2052545	17-Sep-2020	N/A	N/A
DEEPZERO	ZeroEyes, Inc.	United Kingdom	Registered	UK00003534208	17-Sep-2020	UK00003534208	08-Jan-2021
DEEPZERO	ZeroEyes, Inc.	United States of America	Registered	88/869732	13-Apr-2020	6343246	04-May-2021
STOP THREATS AT FIRST SIGHT NOT FIRST SHOT	ZeroEyes, Inc.	Canada	Pending	2052568	17-Sep-2020	N/A	N/A
STOP THREATS AT FIRST SIGHT NOT FIRST SHOT	ZeroEyes, Inc.	United States of America	Registered	88/869742	13-Apr-2020	6343248	04-May-2021
ZEROEYES	ZeroEyes, Inc.	United States of America	Pending	97/642246	21-Oct-2022	N/A	N/A
ZEROEYES & Design	ZeroEyes, Inc.	Canada	Pending	1984238	10-Sep-2019	N/A	N/A
ZEROEYES & Design	ZeroEyes, Inc.	United Kingdom	Registered	UK00003427678	11-Sep-2019	UK00003427678	29-Nov-2019

ZEROEYES & Design	ZeroEyes, Inc.	United States of America	Registered	88/342320	15-Mar-2019	5953402	07-Jul-2020
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TRADEMARK

REEL: 008287 FRAME: 0263

EX. C-2

RECORDED: 12/13/2023